	State of South Carolina Change Order #4 (Solicitation 5400007106)	Contract Number : 4400011556
		Procurement Officer : Michael Speakmon Phone : (803) 737-9816 E-Mail Address : mspeakmon@mmo.sc.gov Address : 1201 Main Street, Suite 600 Columbia, SC 29201

DESCRIPTION: **Merchant Card Services**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

CONTRACTOR'S NAME AND ADDRESS:

SUNTRUST MERCHANT SERVICES LLC (7000106701)
 5565 Glenridge Connector NE
 Atlanta, GA 30342-4756

TYPE OF CHANGE:

- ☒ Change to Contract Scope of Work
- ☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
 Clause Name _____ Clause No. _____
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- ☒ Other Change

IMPORTANT NOTICE:

☒ Change Order: Contractor is required to sign this document and return **one (1)** copy to the procurement officer named above by the following date: **February 7, 2020**.

☐ Contract Modification: Contractor is required to acknowledge receipt of this document in writing by the following date: _____. Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION:

Unless modified by this change order, Offeror reaffirms its agreement to be bound by the terms and conditions of the original contract. Details of the changes are in Attachment A to this change order.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer must initial here _____ if Certificate inapplicable to this Change Order]
 (See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:


By:  _____
 (authorized signature)

Jacqueline Engle
 (printed name of person signing above)

Its: Vice President
 (title of person signing above)

Date: 02.05.2020

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:

By:  _____
 (authorized signature)

Michael Speakmon
 (printed name of person signing above)

Its: Procurement Manager
 (title of person signing above)

Date: 2/5/2020

Attachment A to Change Order #4, Contract 4400011556 Addition of Optional Services

The Master Services Agreement (MSA) executed pursuant to the proposal titled "Merchant Bank Card Services Solicitation No. 5400007106 prepared for The State of South Carolina," submitted in response to Solicitation No. 5400007106 by SunTrust Merchant Services, LLC, to the Materials Management Office and dated March 17, 2014 (the "Proposal"), is desired to be amended as follows:

1. The "Menu of Services Available," identified as Schedule A, be amended to add the following Service:

Service	Provided Or Optional	RFP Scope of Service Reference	Contract Related Schedule	Notation of Service Subscribed to by Participant*
Managed Service Fee Service	Optional	U, X	M	
PCI ComplyAlly Service	Optional	U, X	N	

2. The "Schedule of Fees," identified as Schedule B, is amended to add the following fees:

PCI ComplyAlly Service Fee - \$219 per Primary MID associated to a PCI SAQ filing/per year

3. The "Point of Sale Terminals Available," identified as Schedule C, is amended to add the following equipment and associated pricing:

Item Number	Item Description	Price
RP457X	CLOVER GO ALL-IN ONE BLUETOOTH	\$89.94
N-FD-150	FIRST DATA 150 TERMINAL	\$210.00
N-P200	VERIFONE TERMINAL ENGAGE P200	\$166.80
N-RP10	FIRST DATA RP10 PINPAD	\$130.80
N-V400CPLUS	VERIFONE TERMINAL V400C PLUS	\$256.80
N-V400M	VERIFONE TERMINAL 400M	\$538.80

4. The "Discount Pricing for Limited Time," identified as Schedule D, is amended (1) to delete (a) the reference to "Discount Pricing for Limited Time" and (b) the current terminal references and their associated pricing, in their entirety from Schedule D; and (2) to add (a) the new reference to Schedule D, as "Discount Pricing Valid Until October 1 2020" and (b) the following new terminal item numbers, item descriptions and fees to Schedule D:

Item Number	Item Description	Discounted Retail Price
N-FD-150	FIRST DATA 150 TERMINAL	\$189.00
N-P200	VERIFONE TERMINAL ENGAGE P200	\$149.00
N-RP10	FIRST DATA RP10 PINPAD	\$115.00
N-V400CPLUS	VERIFONE TERMINAL V400C PLUS	\$229.00
N-V400M	VERIFONE TERMINAL 400M	\$479.00

5. The following new schedules are added:

- a. "Managed Service Fee Service," identified as Schedule M.
- b. "PCI ComplyAlly, Service," identified as Schedule N.

SCHEDULE M MANAGED SERVICE FEE SERVICE

This Schedule M for Managed Service Fee Service (“SERVICE”), which may be subscribed to on an optional basis, is by and between PROVIDER and CUSTOMER. Bank is not a party to this Schedule M and is not liable to CUSTOMER in any way with respect to such Schedule M. For purposes of this Schedule M the words “we”, “our” and “us” refers to PROVIDER and its successors, assigns and licensors and the words “you” and “your” refer to CUSTOMER and its permitted successors and assigns. The terms of the Master Services Agreement (“MSA”) are incorporated herein and the parties hereto agree to be bound by such terms. This Schedule M shall supplement the provisions of the MSA set forth herein and all of the terms, conditions and provisions of the MSA shall not be modified or amended hereby and shall continue in full force and effect. In the event of any conflict between this Schedule M and the MSA, the terms of the Schedule M shall govern with respect to the Service Fee Service. Any capitalized terms used in this Schedule M and not specifically defined herein are given the meaning ascribed to them in the MSA.

In consideration of the mutual promises and covenants hereinafter contained in this Schedule M, the parties hereby agree as follows:

1 Service Description

- 1.1 Provider will provide Participant with the Service as described in this Schedule M.
- 1.2 **Service** means the availability for a service fee to be levied by the Provider against payers initiating transactions through a payment gateway offered under this MSA, in lieu of the CUSTOMER being invoiced for services specified in Schedules B, B1, and B2 of this MSA.
- 1.3 **The Service will be incorporated into the payment gateway under the following conditions:**
 - 1.3.1 The Provider will adhere to all applicable rules of the Card Brands relating to the levying of a service fee against payers.
 - 1.3.2 The service fee levied against the payer will be processed under a merchant number belonging to Provider, not belonging to the Customer. The payment gateway will inform the customer of the requirement and amount of the service fee and obtain consent to levy the service fee or allow termination of the transaction, in accordance with all Card Brand rules. If the customer accepts, Provider will submit transaction(s) for authorization.
 - 1.3.3 Your payers will be provided the opportunity to provide an email address to receive notification of completion of the transaction, if such capability is provided by the payment gateway utilized.
 - 1.3.4 For transactions pursuant to this Schedule M, Customer will receive the principal amount owed to Customer, and Provider will receive the service fee levied against the payer through settlement.

- 1.3.5 Customer shall not be charged transaction authorization fees, gateway transaction fees, or related fees such as interchange or discount fees from the Card Brands or transaction fees related to ACH (eCheck) transactions, which shall all be paid by Provider. Chargebacks and associated chargeback fees are charged to Customer in accordance with terms of the MSA. Service does not include dispute management and is Customer's responsibility.

2 Fees

Each of your payers will pay the Provider a service fee in the amount of 2.75 % of the sum paid to you through the payment gateway.

Set-up fee for the Service is waived.

SCHEDULE N

PCI ComplyAlly Service

This Schedule N for PCI ComplyAlly Service Fee Service (“SERVICE”), which may be subscribed to on an optional basis, is by and between PROVIDER and CUSTOMER. Bank is not a party to this Schedule N and is not liable to CUSTOMER in any way with respect to such Schedule N. For purposes of this Schedule N the words “we”, “our” and “us” refers to PROVIDER and its successors, assigns and licensors and the words “you” and “your” refer to CUSTOMER and its permitted successors and assigns. The terms of the Master Services Agreement (“MSA”) are incorporated herein and the parties hereto agree to be bound by such terms. This Schedule N shall supplement the provisions of the MSA set forth herein and all of the terms, conditions and provisions of the MSA shall not be modified or amended hereby and shall continue in full force and effect. In the event of any conflict between this Schedule N and the MSA, the terms of the Schedule N shall govern with respect to the Service Fee Service. Any capitalized terms used in this Schedule N and not specifically defined herein are given the meaning ascribed to them in the MSA.

In consideration of the mutual promises and covenants hereinafter contained in this Schedule N, the parties hereby agree as follows:

- 1. Service Description.** The **Service** assists you over the phone with the components needed for PCI Data Security Standard (PCI DSS) compliance validation. The Service includes assisting you to complete the appropriate Security Assessment Questionnaire (SAQ) and, in some circumstances, scanning of your point of sale system that has access to the internet. The cost of the scan for the point of sale system is included in the Service. To fulfill the requirements for the SAQ, you will answer a series of questions about how your business operates and we will record your answers. You are required to answer completely and honestly, so that the information we record is correct. We will then assist you with an attestation of compliance that we store in our systems to serve as a record of your compliance validation. If online scanning is needed as part of your validation, we will arrange and schedule that scanning. We will review your scan results with your designated point of contact and explain any actions that you may need to take to assure compliance with PCI DSS requirements.
- 2. Fees.** You will be charged on an annual basis a fee of \$219.00 for the Service, as reflected in Schedule B. Your attestation of compliance from the completed questionnaire is valid for one (1) year and you must provide compliance validation after such year. If you require additional services to comply with the PCI DSS, those services are not included in the fee for PCI ComplyAlly.